

If given otherwise than through the postoffice, then within the time that notice would have been received in due course of mail, if it had been deposited in the postoffice within the time specified in the last sub-division.

1904, art. 13, sec. 124. 1898, ch. 119.

124. Where notice of dishonor is duly addressed and deposited in the postoffice, the sender is deemed to have given due notice, notwithstanding any miscarriage in the mails.

Ibid. sec. 125. 1898, ch. 119.

125. Notice is deemed to have been deposited in the postoffice when deposited in any branch postoffice or any letter box under the control of the postoffice department.

Ibid. sec. 126. 1898, ch. 119.

126. Where a party receives notice of dishonor, he has, after the receipt of such notice, the same time for giving notice to antecedent parties that the holder has after the dishonor.

Ibid. sec. 127. 1898, ch. 119.

127. Where a party has added an address to his signature, notice of dishonor must be sent to that address; but if he has not given such address, then the notice must be sent as follows:

1. Either to the postoffice nearest to his place of residence, or to the postoffice where he is accustomed to receive his letters; or

2. If he live in one place, and have his place of business in another, notice may be sent to either place; or

3. If he is sojourning in another place, notice may be sent to the place where he is sojourning.

But where the notice is actually received by the party within the time specified in this article, it will be sufficient, though not sent in accordance with the requirements of this section.

Ibid. sec. 128. 1898, ch. 119.

128. Notice of dishonor may be waived, either before the time of giving notice has arrived, or after the omission to give due notice, and the waiver may be express or implied.

The principle stated in this section was established long before the passage of the negotiable instruments act. This section applied. *Schwartz v. Wilmer*, 90 Md. 141.

Ibid. sec. 129. 1898, ch. 119.

129. Where the waiver is embodied in the instrument itself, it is binding upon all parties; but where it is written above the signature of an indorser, it binds him only.